IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
APPELLATE SIDE
NAGPUR BENCH, NAGPUR

District :

Second Appeal No. 456 of 2006

Office Notes, Office Memoranda of Coram, appearances, Court orders or directions and Registrar's orders	Court's or Judge's orders
	Shri Khare Adv. holding for Shri Moharil Adv. for appellant.

CORAM : C. L. PANGARKAR J.

Dated: 5th October, 2006.

Heard Shri Khare learned counsel for the appellant.

This is a Second Appeal by unsuccessful plaintiff. Plaintiff is the owner of certain plot in Vishwas Cooperative Housing Society. He wanted to purchase an agricultural land and in order to raise consideration for purchase of the agricultural land he decided to sell the plot in Vishwas Cooperative Housing Society to Lilabai Sapate. The consideration was settled at Rs. 1,60,000/-. The plaintiff received Rs.30,000/- from

defendant and upon payment of balance of consideration the plaintiff was to execute the sale-deed. The defendant refused to perform her part of the contract and pay the balance of consideration to the plaintiff. As a result of non performance of contract by the defendant Lilabai, the plaintiff did not get enough money to purchase the agricultural land which he intended to purchase from a third person. He submitted that since he could not purchase that land he had to suffer damages to the extent of Rs.70,000/-. The plaintiff is claiming these damages of Rs.70,000/- which he suffered on account of non performance of the contract by the defendant in the suit.

Both the Courts below held that there was no nexus between the contract entered into by the plaintiff with the defendant and the contract which the plaintiff could not perform due to the non availability of funds for purchase of the agricultural land.

There are concurrent findings of fact. Further more it is clear from the provisions of Section 73 of the

Contract Act that damages that were being claimed by the plaintiff were remote and as such both the lower Courts did not commit any error. There is no perversity in the appreciation of the evidence by the Courts below and as such no substantial question of law is involved in the matter. The appeal is, therefore, summarily dismissed.

JUDGE

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